DEED OF TRUST 59 PAGE 181

95559

AFTER RECORDING, RETURN TO:

U.S. CREDITCORP
INDUSTRIAL LOAN COMPANY
SUITE 260
1220 MAIN STREET
VANCOUVER, WASHINGTON 98660

SHORT FORM
DEED OF TRUST

U.S. Creditcorp

INDUSTRIAL LOAN COMPANY

THIS SPACE RESERVED FOR RECORDER'S USE

THIS DEED OF TRUST is made this 1st day of April, 19 83,

BETWEEN Bradley Ward Barnes, a single man, as Grantor,

whose address is 2350 SE 121st, Portland, Oregon 97216;

and Clark County Title Company, as Trustee,

whose address is 1201 Main Street, Vancouver, WA 98660;

and U.S. Creditcorp Industrial Loan Company, a Washington corporation, as Beneficiary,

whose address is 1220 Main Street, Suite 260, Vancouver, WA 98660

Grantor hereby irrevocably grants, bargains, sells and conveys to Trustee in trust, with power of sale, the following described property in Skamania County, Washington: (hereafter "property" or "premises") A portion of the SW¼ of the NE¼ of Sec. 34, T2N, R5E of the W.M., described as follows: BEGINNING at a 5/8" iron rod at the Northwest corner of said SW¼ of the NE¼ of Sec. 34; thence South 47°52'13" East, 965.07 feet to the West right-of-way line of a 60 foot easement; thence following said West right-of-way line South 55°00'00" West, 195.46 feet; thence along the arc of a 150 foot radius curve to the left for an arc distance of 127.85 feet; thence South 06°10'00" West, 12.29 feet; thence along the arc of a 470 foot radius curve to the right for an arc distance of 123.05 feet; thence South 21°10'00" West, 34.16 feet; thence leaving said West right-of-way line North 89°00'00" West, 471.39 feet to the West line of the SW¼ of the NE¼; thence North 01°12'11" East 1021.55 feet to the point of beginning. TOGETHER WITH AND SUBJECT TO that certain road easement as described under Auditor's File Nos. 85612, 85613, 85614 and 86117, Skamania County Deed Records.

TOGETHER WITH Grantor's interest, if any, in all tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof, and all fixtures and property that may be now located upon said real property or may hereafter be installed in or attached to or used in or adapted for use in the operation of the property and improvements, including, but without being limited to, all trees, shrubs, rockeries, retaining walls, walks, driveways, buildings, structures, improvements and fixtures, plumbing, heating, lighting, cooling and ventilating apparatus, awnings, door and window screens, built-in ranges, dishwashers, refrigerators, washers, disposals, dryers and mirrors, rugs, carpeting and other floor covering material, drapery traverse rods and hardware, all of which property, whether affixed or annexed or not, shall for the purposes of this Deed of Trust be deemed conclusively to be real estate and conveyed hereby. Grantor agrees to execute and deliver, from time to time, such further instruments as may be requested by Beneficiary to confirm the lien of this Deed of Trust on any property. To the extent that any of the property described herein may be subject to the provisions of the Uniform Commercial Code, this deed of trust is a security agreement, granting to beneficiary, as secured party, a security interest in any such property and the grantor agrees to execute such financing statements as may be required by the beneficiary and pay, upon demand, filing fees for any such financing statements and continuations thereof.

THIS DEED IS FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor incorporated by reference or contained herein and payment of the sum of Forty-Two Thousand Eight Hundred Five and 39/100---------- DOLLARS ($ 42,805.39) including with interest thereon according to the terms of a promissory note (hereafter "note"), and a subscription agreement and investment certificate, if any (hereafter "certificate"), of even date herewith, payable to Beneficiary or order and made by Grantor, all renewals, modifications or extentions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

INITIAL

By executing and delivering this Deed of Trust and the Note and the Certificate, if any, secured hereby, the parties agree that all provisions of Paragraphs 1-21, inclusive, of the Master Form Deed of Trust hereinafter referred to, except such paragraphs as are specifically excluded or modified herein, are hereby incorporated herein by reference and made an integral part hereof for all purposes the same as if set forth herein at length, and the Grantor hereby makes said covenants and agrees to fully perform all of said provisions. The Master Form Deed of Trust above referred to was recorded on the 12th day of June, 1967, in the Official Records of the Office of the County Auditor of Skamania County, Washington in Volume 46 of Mortgages at pages 37, under Auditor's File No. 68759.

Notwithstanding the provisions of the aforesaid Master Form Deed of Trust, said provisions are hereby amended as follows:

a. The text of paragraph No. 1 is deleted and replaced as follows:

"To pay all debts and monies secured hereby, when from any cause the same shall become due. To keep the premises free from statutory and governmental liens of any kind. That the Grantor is lawfully possessed and is the lawful owner of the premises in fee simple, has good right and lawful authority to convey the premises in the manner and form herein provided, and that he will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever, and that this covenant shall not be extinguished by any foreclosure hereof, but shall run with the land. The Grantor upon request by mail will furnish a written statement duly acknowledged of the amount due on this Deed of Trust and whether any offsets or defenses exist against the debt secured hereby. Grantor covenants and warrants that the following liens and encumbrances are the only encumbrances on the property above described (hereafter "Prior Encumbrances"):

NONE: Grantor owns premises free from all liens, encumbrances and contracts.

The Grantor further covenants that he will comply with all terms and conditions of the Prior Encumbrances and that there is not now, nor will there be in the future, any default under such Prior Encumbrances. The Grantor grants Beneficiary the right to inform the holder(s) of the Prior Encumbrances of the existence of this or any other instrument affecting the property and the right to request said holders for notification in the event of default on said Prior Encumbrances. Any default on the Prior Encumbrances shall be a default under this Deed of Trust and the Note and the Certificate, if any.

b. References in paragraph 2 of said Master Form Deed of Trust regarding monthly payments of interest due Beneficiary shall not apply if the interest due on the note secured hereby is paid by way of discount (in advance).

c. The provisions of paragraph 3 of the aforesaid Master Form Deed of Trust are incorporated herein except that the "late charge" payable by Grantors thereunder shall be five cents ($.05) rather than two cents ($.02) for each dollar overdue on a payment or portion thereof that is not paid within seven (7) days rather than fifteen (15) days commencing with the date it is due.

d. The provisions of paragraph 12 of the Master Form Deed of Trust are incorporated herein except that all references with respect to interest being charged on advances or expenditures is hereby deleted with all other provisions to remain intact.

A copy of such Master Form Deed of Trust is hereby furnished to the person executing this Deed of Trust and by executing this Deed of Trust the Grantor acknowledges receipt of such Master Form Deed of Trust.

The property which is the subject of this Deed of Trust is not used principally or primarily for agricultural or farming purposes.

The undersigned Grantor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at the address hereinbefore set forth.

X Bradley Ward Barnes
Bradley Ward Barnes

CCT 3741

95559

BOOK 59 PAGE 182

STATE OF WASHINGTON)
) ss.
COUNTY OF Clark)

On this 1st day of April, 19 83, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Bradley Ward Barnes, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the said instrument as his free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the State of Washington.
residing at Vancouver.

NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES JULY 16, 1985

REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when note has been paid.

TO: TRUSTEE.

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated _____, 19 ____

Mail reconveyance to _____

APR 1983

STATE OF WASHINGTON) ss.
COUNTY OF SKAMANIA)

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING WAS FILED BY
Clarke Co Title Co
FEE $ 13.00 Page 209
11:50 4-6 19 83
AT REQUEST OF Mtg BOOK 59 PAGE 181
SKAMANIA COUNTY, WASH
Gary M. Allen
COUNTY AUDITOR
E. Mansfield DEPUTY

Registered
Indexed Dir
Abstract
Checked

8153-476R 6/81

Unofficial Copy